

Exhibit 3

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

FIELDTURF USA, INC. and
FIELDTURF TARKETT, INC.,

Plaintiffs, Case No. 10-12492
vs. Hon. Stephen J. Murphy, III

ASTROTURF, LLC,

Defendant.

/

JURY TRIAL - VOLUME 4

BEFORE THE HONORABLE STEPHEN J. MURPHY, III
United States District Judge
Theodore Levin United States Courthouse
231 West Lafayette Boulevard
Detroit, Michigan 48226
Tuesday, September 22, 2015

APPEARANCES:

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FieldTurf Tarkett, Inc.:

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1 MR. DE MEO: Yes, that goes to a legal question.
2 That's not -- not -- it has nothing to do with his expertise as
3 an -- as a material scientist. It's not what he's qualified to
4 speak to today.

5 THE COURT: Okay. I think he can -- he can answer
6 the question "Does one need more information?" yes or no.
7 What's the answer to that question? With the claim
8 construction that the Court made, Dr. Hawkins, does one need
9 more information to know if a field were to fall within or
10 without the two-thirds, more information than what's in the
11 claim construction?

12 THE WITNESS: My answer, Your Honor, is yes.

13 THE COURT: Okay. Very good.

14 Now, I think you can go from there, but you can't
15 have him -- you can't have him testify on the measurements of
16 direct fields of infringement. He can talk about what in his
17 mind would amount to a violation of that standard that might
18 infringe. You understand?

19 MR. WARNER: I do.

20 THE COURT: Okay.

21 MR. WARNER: What I was going to ask the witness is
22 to explain what the degree of approximation is in his view.

23 THE COURT: Okay. Go right ahead.

24 BY MR. WARNER:

25 Q. So Dr. Hawkins, where the claim says that "the -- the

1 degree of approximation is covered by the -- that is covered by
2 the claim is defined by the ability of those reasonably skilled
3 in the art building artificial turf surfaces to deposit
4 particulate matter into a surface at a uniform thickness," my
5 question for you is, in your view, what is that degree of
6 approximation?

7 A. Based on my experience of this type of system, it's
8 possible to get two-thirds accurate to within plus or minus 1/8
9 of an inch.

10 Q. So in the context of this case where we're talking about
11 fields from say 2 to 2-1/2 inches, what's that degree of
12 approximation?

13 A. In terms of percentage?

14 Q. Yes.

15 A. In terms of percentage, if you work that out, exactly
16 two-thirds with plus or minus 1/8 of an inch, it actually works
17 out to 61 to 72 percent.

18 Q. Okay. So with that background -- and there are some other
19 terms obviously that we went through in the patent for claim
20 12. What meanings did you give to those terms when you
21 analyzed infringement?

22 A. I gave them their plain and ordinary meaning.

23 Q. Okay. So I want to turn then to the analysis that you did
24 about whether or not the accused Astroturf artificial turf
25 products infringe claim 12, and then we'll talk about some of

1 Q. Yes.

2 A. Well, having looked through all the documents that I've
3 looked through, my opinion is that the GameDay Grass products
4 infringe the patent.

5 Q. And how about the Astroturf GT products?

6 A. Yes, also.

7 Q. Okay. So can you describe a little bit about the
8 framework that -- how you went about analyzing the question of
9 whether they infringe or not?

10 A. Well, yes. I looked at the claims in the '412 patent. I
11 applied the Court's claim construction to -- to those claims.
12 I then examined the GameDay Grass GT products, compared the two
13 on a point-by-point basis.

14 Q. And what sort of acts of -- by Astroturf or their products
15 did you look at to determine if there was infringement?

16 A. In terms of the acts, I've looked at offers to sell the
17 products, sales of the products, what Astroturf has said they
18 will install and what they have actually installed. I've
19 looked at all of those things insofar as I've had the
20 information available.

21 Q. Did you -- did you look at infringement from the -- from a
22 particular perspective, sir?

23 A. Yes. I'm -- I have to look at it from the perspective of
24 a person of ordinary skill in the art.

25 Q. And did you bring a -- a demonstrative to help understand

1 what that person is, in your view?

2 A. Yes, I have, yes.

3 There we are. I consider a person of ordinary skill
4 in the art to have five or more years of experience in the
5 design, development, installation and analysis of synthetic
6 turf systems and to have an appropriate level of formal
7 education or equivalent experience that would qualify them to
8 work in that capacity.

9 Q. Very good, sir. Did you -- in the -- in terms of the
10 fields that you looked at, did you look at every single
11 installation that Astroturf has ever done?

12 A. No. As I mentioned before, I haven't been given
13 information on all of them.

14 Q. Okay. Of all the ones that you looked at, did you
15 determine that every one of them infringes?

16 A. No, no, I didn't. There have been fields where I had
17 received information which led me to believe that they didn't
18 infringe. And when I've had that situation, then I've taken
19 them off my list of infringing fields and I don't -- I don't
20 opine that those -- those fields infringe.

21 Q. Okay. So at the end of the day, how many -- how many
22 installations did you conclude infringe at least one claim of
23 the '412 patent?

24 A. Um, the total I believe is 676.

25 Q. Okay. And if you take actually --